
State: District of Columbia **Filing Company:** Indemnity Insurance Company of North America
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess
Product Name: 18-XS-2015757
Project Name/Number: Short Excess Product/18-XS-2015757

Filing at a Glance

Company: Indemnity Insurance Company of North America
Product Name: 18-XS-2015757
State: District of Columbia
TOI: 17.0 Other Liability-Occ/Claims Made
Sub-TOI: 17.0020 Commercial Umbrella and Excess
Filing Type: Form
Date Submitted: 05/04/2018
SERFF Tr Num: ACEH-131487125
SERFF Status: Assigned
State Tr Num:
State Status:
Co Tr Num: 18-XS-2015757

Effective Date: On Approval
Requested (New):
Effective Date: On Approval
Requested (Renewal):
Author(s): Jonathan Little, James Leung
Reviewer(s): Carmen Belen (primary)
Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

State: District of Columbia **Filing Company:** Indemnity Insurance Company of North America
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess
Product Name: 18-XS-2015757
Project Name/Number: Short Excess Product/18-XS-2015757

General Information

Project Name: Short Excess Product
Project Number: 18-XS-2015757
Reference Organization:
Reference Title:
Filing Status Changed: 05/04/2018
State Status Changed:
Created By: James Leung
Corresponding Filing Tracking Number:

Status of Filing in Domicile:
Domicile Status Comments:
Reference Number:
Advisory Org. Circular:

Deemer Date:
Submitted By: James Leung

Filing Description:

We are filing a new follow-form excess liability policy, Short Excess Form, XSA-50363, along with a set of related endorsements. All coverage grants, exclusions and conditions, including any state specific amendatories, will follow the lead underlying policy, unless otherwise noted in the policy. A list of all forms included with this filing is attached.

This product will be priced using our previously filed Umbrella/Excess Liability Insurance Standard Rating Plan.

Company and Contact

Filing Contact Information

James Leung, Product Analyst James.Leung@Chubb.com
436 Walnut Street 215-640-4704 [Phone]
Philadelphia, PA 19106

Filing Company Information

Indemnity Insurance Company of North America	CoCode: 43575	State of Domicile:
PO Box 1000	Group Code: 626	Pennsylvania
436 Walnut Street	Group Name: Chubb	Company Type: stock
Philadelphia, PA 19106	FEIN Number: 06-1016108	State ID Number:
(215) 640-1811 ext. [Phone]		

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

SERFF Tracking #:

ACEH-131487125

State Tracking #:

Company Tracking #:

18-XS-2015757

State: District of Columbia

Filing Company:

Indemnity Insurance Company of North America

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess

Product Name: 18-XS-2015757

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	XSA-50275	(04/18)	END	New		0.000	XSA-50275 TRIA Cap On Losses.pdf
2		EXCLUSION OF CERTIFIED ACTS OF TERRORISM	XSA-50276	(04/18)	END	New		0.000	XSA-50276 TRIA Exclusion Acts of Terrorism.pdf
3		LIMIT OF LIABILITY AND QUOTA SHARE	XSA-50282	(04/18)	END	New		0.000	XSA-50282 Limit of Liab and Quota Share.pdf
4		NON FOLLOW FORMENDORSEMENT	XSA-50283	(04/18)	END	New		0.000	XSA-50283 Non Follow Form.pdf
5		CONSTRUCTION INDUSTRY ENDORSEMENT	XSA-50284	(04/18)	END	New		0.000	XSA-50284 Construction Industry Endt (PCO).pdf
6		CONSTRUCTION INDUSTRY ENDORSEMENT	XSA-50285	(04/18)	END	New		0.000	XSA-50285 Construction Industry Endt (PNC).pdf
7		ASBESTOS EXCLUSION	XSA-50362	(04/18)	END	New		0.000	XSA-50362 Asbestos Exclusion.pdf
8		Short Excess Form	XSA-50363	(04/18)	END	New		0.000	XSA-50363 Short Excess Form 030618 - revised title.pdf
9		Short Excess Form	XSA-50364	(04/18)	END	New		0.000	XSA-50364 Short Excess Form Dec Page - rev.pdf
10		SCHEDULE OF EXCESS POLICY(IES)	XSA-50365	(04/18)	END	New		0.000	XSA-50365 Short Excess Form Underlying Schedule.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
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State:	District of Columbia	Filing Company:	Indemnity Insurance Company of North America
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
Product Name:	18-XS-2015757		
Project Name/Number:	Short Excess Product/18-XS-2015757		

BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SHORT EXCESS FORM

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.

- C. In the event that any "certified act of terrorism" is not covered by "Underlying Policy(ies)" or other insurance due to any exclusion or exclusions contained therein, we will pay loss in excess of the "Underlying Policy(ies)" Each Occurrence Limit stated in the Declarations.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SHORT EXCESS FORM

The following exclusion is added to the policy:

This insurance does not apply:

To “any injury or damage” arising, directly or indirectly, out of a “certified act of terrorism”.

For the purposes of this exclusion, the following definitions are added:

1. “Any injury or damage” means any injury or damage covered under any coverage part or “Underlying Policy(ies)” to which this endorsement is applicable and as may be defined in any applicable coverage part or “Underlying Policy(ies)”.
2. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
 - a. The act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

LIMIT OF LIABILITY AND QUOTA SHARE

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SHORT EXCESS FORM

It is agreed that this Policy is amended as follows:

- The Declarations are amended by deleting Item 4. Limit of Liability in its entirety and inserting the following:

Item 4. Limit of Liability:	a) USD	each Occurrence
(Insuring Agreement 2.)	b) USD	Aggregate
	part of	
	c) USD	each Occurrence
	d) USD	Aggregate

in accordance with the schedule set forth below, and subject to the terms and conditions of the Policy.

Insurer

Proportion Underwritten

[insert name of Chubb company]	USD	each Occurrence
	USD	Aggregate
	part of	
	USD	each Occurrence
	USD	Aggregate
[insert name of other company]	USD	each Occurrence
	USD	Aggregate
	part of	

USD each Occurrence

USD Aggregate

2. **INSURING AGREEMENTS** is amended at subsection 2. **LIMITS OF LIABILITY** by adding the following:

The Limit of Liability shown in Item 4 of the Declarations is several and not joint, and in no event will the Company pay the proportionate or quota share of any other insurer participating on the same layer of coverage as this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

NON FOLLOW FORM ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SHORT EXCESS FORM

Notwithstanding any other provision of this Policy, it is agreed that this Policy will not follow the terms and conditions of the "Followed Policy" with respect to the following, and no such coverage is provided under this Policy:

Underlying Coverages/Terms/Exposures	Endorsement Number (if applicable) or Policy Form Number

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

**CONSTRUCTION INDUSTRY ENDORSEMENT
(PRODUCTS COMPLETED OPERATIONS EXTENSION)**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SHORT EXCESS FORM

It is agreed that the policy is amended as follows:

1. Under **INSURING AGREEMENTS, 1. COVERAGE**, paragraph c. is deleted and replaced with the following:
 - c. any change to the insuring agreements, definitions, exclusions or conditions which broadens the scope of the coverage already provided, other than locations, projects, Insureds or Named Insureds added without an additional premium charge,
2. Under **CONDITIONS**, the following additional Condition is added:

PRODUCTS COMPLETED OPERATIONS EXTENSION

Notwithstanding anything to the contrary, if the "Followed Policy" includes an extension of coverage for the Products-Completed Operations Hazard past the end of the policy period of the "Followed Policy", then this insurance shall also extend coverage for the Products-Completed Operations Hazard for the same period and according to the same terms as the "Followed Policy", subject to the limits stated in the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

**CONSTRUCTION INDUSTRY ENDORSEMENT
(PRIMARY AND NONCONTRIBUTORY)**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SHORT EXCESS FORM

It is agreed that the policy is amended as follows:

1. Under **INSURING AGREEMENT, 1. COVERAGE**, paragraph c. is deleted and replaced with the following:
 - c. any change to the insuring agreements, definitions, exclusions or conditions which broadens the scope of the coverage already provided, other than locations, projects, Insureds or Named Insureds added without an additional premium charge,
2. Under **CONDITIONS**, the following additional Conditions are added:

PRIMARY AND NONCONTRIBUTORY

Notwithstanding anything to the contrary, any entity qualifying as an additional insured in the "Followed Policy" and any other "Underlying Policies" shall be an additional insured on this policy.

This insurance shall apply immediately upon exhaustion of the insurance stated in the "Followed Policy" as respects coverage afforded to any additional insured. This insurance shall apply before any other insurance available to the additional insured, on which the additional insured is a named insured, whether such other insurance is primary, excess, contingent, or on any other basis, and we will not seek contribution from such insurance for defense or indemnity.

Where an entity qualifies as an additional insured on insurance in the "Followed Policy" based on a written agreement to provide liability insurance, the limits of insurance provided by this policy shall not exceed the limits of insurance required by such written agreement.

PRODUCTS COMPLETED OPERATIONS EXTENSION

Notwithstanding anything to the contrary, if the "Followed Policy" includes an extension of coverage for the Products-Completed Operations Hazard past the end of the policy period of the "Followed Policy", then this insurance shall also extend coverage for the Products-Completed Operations Hazard for the same period and according to the same terms as the "Followed Policy", subject to the limits stated in the Declarations.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

ASBESTOS EXCLUSION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SHORT EXCESS FORM

The coverage provided by this policy is amended to add the following exclusion:

Asbestos

This insurance does not apply to any loss, demand, claim or suit arising out of or related to asbestos or asbestos-containing materials.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

INSURING AGREEMENTS:**1. COVERAGE**

The Company (as stated in Item 8. of the Declarations) hereby agrees, subject to the limitations, terms and conditions contained herein, to pay on behalf of the Insured those sums which the Insured shall be legally obligated to pay by reason of the liability covered by and as more fully defined in the Followed Policy (as stated in Item 3.a of the Declarations and hereinafter referred to as "Followed Policy"); provided however, that this Policy shall not apply until the Underlying Policy(ies) (as stated in Item 3.b. of the Declarations and hereinafter referred to as "Underlying Policy(ies)") and / or the Insured have paid or have been held liable to pay the full amount of their respective limit(s) of liability in accordance with Insuring Agreement 2, for any loss(es) covered by this Policy. If the Company is prevented by law or statute from paying damages covered by this Policy on behalf of the Insured, then the Company will indemnify the Insured for those sums.

The Company further agrees that this Policy will follow the same terms, definitions, exclusions and conditions (except as otherwise provided herein) as are, contained in the "Followed Policy".

Notwithstanding the foregoing, in the event that any of the following amendment(s) are subsequently made to the terms, definitions, exclusions or conditions of the "Followed Policy" in effect at inception hereof:

- a. any change which is subject to an additional premium charge,
- b. the inclusion of an additional coverage extension endorsement, or
- c. any change to the insuring agreements, definitions, exclusions or conditions which broadens the scope of the coverage already provided, other than Insureds or Named Insureds added without an additional premium charge,

then such amendment(s) shall not be binding upon the Company unless otherwise agreed in writing by the Company.

2. LIMITS OF LIABILITY

The Company shall be liable to pay sums up to the Limits of Liability as stated in Item 4. of the Declarations, but only after the "Underlying Policy(ies)" and / or the Insured have paid or have been held liable to pay the full amount of the applicable Underlying Limits as stated in Item 5. of the Declarations. The aggregate Limits of Liability in this Policy apply separately and in the same manner as the aggregate limits of liability in the "Followed Policy".

Defense costs to which this Policy applies shall not reduce the Limit of Liability stated in Item 4. of the Declarations except to the extent defense costs reduce the limits of liability of the "Followed Policy".

CONDITIONS:**1. MAINTENANCE OF UNDERLYING INSURANCE**

It is a condition of this Policy that the "Underlying Policy(ies)" shall be maintained in full force and effect, except for any reduction of the aggregate limits of liability contained therein solely by payment by the "Underlying Policy(ies)" or the Insured, of any loss(es) covered by this Policy. In the event of the Insured's failure to maintain the "Underlying Policy(ies)" in full force and effect and except with respect to the aforementioned aggregate reduction, coverage hereunder shall not be invalid, but shall apply to the same extent that it would have applied had there been compliance with this condition.

2. DEFENSE, ASSISTANCE AND COOPERATION

- a. The Company shall have the right and duty to defend any claim, suit, or proceeding against the Insured seeking damages to which this Policy applies if both the following requirements are satisfied:
 1. all applicable Underlying Limits as stated in Item 5. of the Declarations have been exhausted by actual payment of loss(es) covered by this Policy, whether payment of such limits is by Underlying Insurers and / or the Insured; and
 2. the terms and conditions of all "Underlying Policy(ies)" and Quota Share Policy(ies) (as stated in

Item 3.c. of the Declarations and hereinafter referred to as "Quota Share Policy(ies)") obligate such insurers to assume the defense or settlement of such claim, suit, or proceeding, but for the exhaustion of their applicable limits of liability.

- b. If paragraph 2.a. above is not applicable and if the terms and conditions of all "Underlying Policy(ies)" and "Quota Share Policy(ies)" give such insurers the right but not the duty to assume charge of the defense or settlement of any claim, suit, or proceeding against the Insured, then the Company shall have the right but not the duty to assume charge of the defense or settlement of any claim, suit, or proceeding against the Insured upon exhaustion of the applicable limits of liability of the "Underlying Policy(ies)", whether by payment of such limits by Underlying Insurers and / or the Insured.
- c. If the Company does not exercise the right to assume charge of such defense or settlement, or if the applicable limits of liability of the "Underlying Policy(ies)" are not exhausted or settled, the Company shall have the right and shall be given the opportunity to associate with the Insured or the Underlying Insurer(s) or both, in the defense and control of any claim, suit, or proceeding likely to involve this Policy.
- d. With respect to any claim, suit, or proceeding encompassed by 2.a. or 2.b. above, the Insured and the Company shall cooperate in the defense of such claim, suit, or proceeding.
- e. The Insured shall not settle any claim, suit, or proceeding for an amount within the Company's Limit of Liability without the Company's consent, and such consent shall not be unreasonably delayed or withheld.

If the Company assumes the duty to defend under either paragraph 2.a. or 2.b. above, that duty shall end once the Company has paid out the applicable Limits of Liability of this Policy as stated in Item 4. of the Declarations.

3. CANCELLATION

The cancellation provisions of this Policy will follow the cancellation provisions of the "Followed Policy" except as provided by endorsement to this Policy.

Notwithstanding any other provision in this Policy, in the event that the Company's financial strength rating is issued (1) below "A -" (A minus) by A.M. Best Co., or (2) below "BBB" by Standard & Poor's Ratings Services, (hereinafter "Credit Rating Downgrade"), this Policy may be canceled by the Named Insured by mailing written notice to the Company or by surrender of this Policy to the Company or its authorized agent. If this Policy is canceled by the Named Insured after such "Credit Rating Downgrade", the Company shall retain the pro rata proportion of the premium herein.

Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

4. NOTICE OF OCCURRENCE

Whenever the Insured has information from which they may reasonably conclude that an occurrence, claim, or suit covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this Policy, notice shall be sent to the Company at the address stated in Item 6.a. of the Declarations as soon as practicable.

5. NON FOLLOW FORM

Notwithstanding the terms, definitions, conditions, or exclusions of the Policy, in no event shall this Policy follow the terms, definitions, conditions, or exclusions of the "Followed Policy" with respect to or as a result of any coverage that is subject to a sublimit of liability provided by the "Followed Policy" unless coverage for such sublimit of liability is specifically endorsed to this policy.

6. RESTRICTIVE AS UNDERLYING AND QUOTA SHARE

Notwithstanding the terms, definitions, conditions or exclusions of this Policy, if either:

- a. any "Underlying Policy(ies)" with limits of liability in excess of the "Followed Policy" but underlying to this Policy (the Intervening Policy(ies) as set forth in Section II. of the 'Schedule of Excess Policy(ies)' to this Policy and hereinafter referred to as "Intervening Policy(ies)"); or
- b. any "Quota Share Policy(ies)";

contain any terms, definitions, conditions, or exclusions added by Endorsement that are more restrictive than this Policy or the "Followed Policy", whether on the effective date of this Policy or at any time during the Policy Period of this Policy, then this Policy shall not drop down to apply in place of such excluded coverage and the Insured shall be considered as a self-insurer to the extent that there is no other available insurance to cover the deficit.

7. BUSINESS CONTINUITY

Notwithstanding anything to the contrary, if communications internally within the Named Insured's organization, or between the Named Insured and the Company, or internally within the Producer's organization, or between the Producer and the Named Insured and/or the Company are materially impeded or prevented by natural disaster or other catastrophe within thirty (30) calendar days of the Policy Period expiration date, the Company agrees to extend this Policy for a period of thirty (30) calendar days from such Policy Period expiration date.

Should the Company extend this Policy in accordance with the preceding:

- a. a pro-rata additional premium shall be paid to the Company in consideration of such extension; and
- b. such extension of the Policy Period will not increase or reinstate any aggregate Limit of Liability as set forth in Item 4. of the Declarations of this Policy.

The Named Insured and the Company may, by mutual agreement, retroactively void such thirty (30) calendar day extension of the Policy Period.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

Item 1.	a.	Named Insured:	[enter Named Insured]
	b.	Address of Named Insured:	[enter address]
Item 2.		Policy Period:	From: (date to be agreed) at 12.01 am standard time at the address of the Named Insured. To: (date to be agreed) at 12.01 am standard time at the address of the Named Insured.
Item 3.	a.	Followed Policy: Insurer: Policy Number: Coverage: Policy Period: Limits of Liability:	From: To:
	b.	Underlying Policy(ies)	As per Schedule of Excess Policy(ies) endorsement Section II - Schedule of Underlying Policy(ies)
	c.	Quota Share Policy(ies)	As per Schedule of Excess Policy(ies) endorsement Section I – Schedule of Quota Share Policy(ies)
Item 4.		Limit of Liability: (Insuring Agreement 2):	a. USD [enter limit] each Occurrence b. USD [enter limit] Aggregate, where applicable
Item 5.		Underlying Limits: (Insuring Agreement 2):	a. USD [enter limit] each Occurrence b. USD [enter limit] Aggregate, where applicable Which in turn is excess of various insurances and/or retentions as more fully set forth in the Followed Policy
Item 6.		Notice to: (Conditions 3 and 4)	a. All Notices of Occurrence: To: [enter Company name, address and claim contact information] b. All other Notices: To: [enter Company name, address and contact information]
Item 7.	a.	Premium without TRIPRA:	USD [enter Premium]
	b.	TRIPRA Premium:	USD [enter Premium]
	c.	Total Premium:	USD [enter Premium] (for 100% Flat Annual)
	d.	Minimum Earned Premium:	USD [enter Minimum Premium amount]
Item 8.		The Company:	[enter Company name and address]

Short Excess Form Declarations

Item 9. **Producer:** [enter Producer name and address]

Item 10.	Policy Form:	Short Excess Form (Ed. 011/17)
	Endorsements	1 - ____ at Policy Issuance

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its duly Authorized Representative.

Authorized Representative

SCHEDULE OF EXCESS POLICY(IES)

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**SECTION I: Quota Share Policy(ies):**

<u>Layer 5</u>	Insurer:		
	Limits of Liability:		Each occurrence
			Annual Aggregate (where applicable)
<i>Excess Of</i>			

SECTION II: Underlying Policy(ies):

<u>Layer 4</u>	Insurer:		
	Limits of Liability:		Each occurrence
			Annual Aggregate (where applicable)
<i>Excess Of</i>			

<u>Layer 3</u>	Insurer:		
	Limits of Liability:		Each occurrence
			Annual Aggregate (where applicable)
<i>Excess Of</i>			

<u>Layer 2</u>	Insurer:		
	Limits of Liability:		Each occurrence
			Annual Aggregate (where applicable)

Which is in turn excess of

The "Followed Policy" detailed in Item 3.a. of the Declarations

The "Followed Policy" is in excess of the underlying insurances and/or self-insured retentions listed in the schedule(s) of underlying policies and/or self-insured retentions attached to the "Followed Policy".

Note that the policy term for all policies listed is _____ to _____ unless otherwise stated.

All other terms, conditions and limitations of this Policy shall remain unchanged

Authorized Representative

State:	District of Columbia	Filing Company:	Indemnity Insurance Company of North America
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
Product Name:	18-XS-2015757		
Project Name/Number:	Short Excess Product/18-XS-2015757		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	